

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: 4/20/2005  
Bulk Item: Yes ☐ No ☒

Division: BOCC  
Department: DISTRICT FIVE

Staff Contact Person: Donna Hanson

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**AGENDA ITEM WORDING:** Request approval of an amendment to the December 14, 2000 lease with the Upper Keys Community Pool (Jacobs Aquatic Center), to incorporate a provision for the \$225,000 funding approved at the March 16, 2005 BOCC meeting, and providing a method for payment, while continuing to require all the services previously committed to be provided under the lease.

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**ITEM BACKGROUND:**

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**PREVIOUS RELEVANT BOCC ACTION:** On March 16, 2005, two budget transfers to make \$225,000 available to UKCP during the current fiscal year

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**CONTRACT/AGREEMENT CHANGES:**

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**STAFF RECOMMENDATIONS:**

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**TOTAL COST:** \$225,000 **BUDGETED:** Yes ☒ No ☐

**COST TO COUNTY:** \$225,000 **SOURCE OF FUNDS:**

**REVENUE PRODUCING:** Yes ☐ No ☐ **AMOUNT PER MONTH**  **Year**

**APPROVED BY:** County Atty ☒ OMB/Purchasing ☐ Risk Management ☐

**DIVISION DIRECTOR APPROVAL:** **Murray E. Nelson**  
Murray E. Nelson

**DOCUMENTATION:** Included ☒ Not Required ☐

**DISPOSITION:**  **AGENDA ITEM #**

## AMENDMENT TO AGREEMENT

THIS ADDENDUM to agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2005, between Monroe County (hereafter "County") and Upper Keys Community Pool, Inc., d/b/a Jacobs Aquatic Center of Key Largo (hereafter UKCP).

WHEREAS, on December 14, 2000, the parties entered into a twenty-year lease, commencing on the date of the agreement, of a parcel of land at the Key Largo Community Park; and

WHEREAS, said lease obligated UKCP to provide for construction of a swimming pool and related facilities; and

WHEREAS, said lease required UKCP, upon obtaining a certificate of occupancy for the pool and related facilities, to continuously maintain the pool and its water quality as well as operate the pool and related facilities in accordance with all laws and regulations applicable to such facilities and operations; and

WHEREAS, said lease set forth numerous requirements which included maintenance, repairs, daily hours open to the general public, presence of trained lifeguards, and a percentage of revenues to be set aside for pool operations, upkeep, maintenance and repairs; and

WHEREAS, said lease provided that the County may, but is not obligated to, appropriate revenue from any lawfully available source for construction, repair, maintenance and operations; and

WHEREAS, County has provided funding for capital costs and utilities via separate contracts dated March 22, 2001, July 17, 2002, February 19, 2003, December 17, 2003, and March 17, 2004; and

WHEREAS, UKCP has provided and operated the pool, but now requires additional funding; and

WHEREAS, County has deemed it in the best interests of the residents and general public to provide additional monies for operations, maintenance and all other obligations imposed upon UKCP by the lease dated December 14, 2000; and

WHEREAS, County has approved budget resolutions for fiscal year ending September 30, 2005;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

1. The lease dated December 14, 2000, is hereby amended as follows:
  - A. Paragraph 1 shall be amended by deleting, as of the County fiscal year ending September 30, 2005, the last sentence requiring a \$10 annual rental payment.
  - B. A new paragraph, Paragraph 15, shall be added to read:

15. Commencing October 1, 2004, and ending September 30, 2005, County shall pay UKCP an amount not to exceed \$225,000, payable up to \$18,750 per month, upon submission to the County Clerk of an invoice with supporting documentation acceptable to the Clerk to document the performance of the agreement and expenses as incurred. Payment shall be made on a reimbursement basis except for those items which UKCP specifically identifies and requests in writing be paid by the Direct Vendor method.

(a) UKCP's invoice or other request for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the document are true and factual.

(b) UKCP may elect to have vendors and contractors paid through the direct vendor method, upon submission of appropriate documentation as outlined above and a specific request that payment be made directly to the vendor or contractor rather than to Grantee.

(c) Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

C. A new paragraph, Paragraph 16, shall be added to read:

16. UKCP shall provide to the County Office of Management and Budget monthly financial reports in summary of revenues and expenditures. UKCP shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the County, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of UKCP to maintain appropriate records to insure a proper accounting of all funds and expenditures. UKCP understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. In the event of an audit exception, the current fiscal year award or any subsequent years funding will be offset by the amount of the audit exception. In the event the funding is not renewed or supplemented in future years, UKCP will be billed by the County for the amount of the audit exception and shall promptly repay any audit exception.

2. The remaining provisions of the lease dated December 14, 2000, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

Upper Keys Community Pool, Inc.  
d/b/a Jacobs Aquatic Center of Key Largo

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President

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY  
COMMISSIONERS OF  
MONROE COUNTY, FLORIDA

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Deputy Clerk

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Mayor/Chairman